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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

COACH, INC.,

Plaintiff,

vs.

ABNER'S FASHION, et al.,

Defendants.

CASE NO. CV 08-8191 AHM (RZx)

**CONSENT JUDGMENT RE
DEFENDANT BELLAGIO U.S.A.**

WHEREAS Plaintiff Coach, Inc. ("Coach" or "Plaintiff"), having filed a Complaint in this action charging, inter alia, Defendant Bellagio U.S.A. (hereinafter collectively "Defendant") with trademark infringement and unfair competition based upon the alleged retail sale of products which infringe upon Coach's federally registered trademarks,

WHEREAS Defendant has agreed to consent to the following judgment, IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Coach is the worldwide owner of the trademark "COACH" and various composite trademarks and assorted design components ("Coach Marks"). The Coach

1 Marks include but are not limited to the following: 3,354,448; 2,045,676; 2,626,565,
2 and 3,251,315.

3 3. Plaintiff has alleged that Defendant's purchase and sale of products which
4 infringe upon the Coach Marks constitutes trademark infringement and unfair
5 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et seq and under the
6 common law.

7 4. Defendant and its agents, servants, employees and all persons in active
8 concert and participation with it who receive actual notice of this Final Judgment are
9 hereby permanently restrained and enjoined from infringing upon the Coach Marks,
10 either directly or contributorily, in any manner, including generally, but not limited to
11 manufacturing, importing, distributing, advertising, selling and/or offering for sale any
12 unauthorized product bearing the Coach Marks, or marks confusingly similar or
13 substantially similar to the Coach Marks, and, specifically from:

14 (a) Using the Coach Marks or any reproduction, counterfeit, copy or
15 colorable imitation of the Coach Marks in connection with the manufacture,
16 importation, distribution, advertisement, offer for sale and/or sale of merchandise
17 comprising not the genuine products of Coach, or in any manner likely to cause others
18 to believe that the Counterfeit Products are connected with Coach or Coach's genuine
19 merchandise bearing the Coach Marks;

20 (b) Passing off, inducing or enabling others to sell or pass off any
21 products or other items that are not Coach's genuine merchandise as and for Coach's
22 genuine merchandise;

23 (c) Leasing space to any tenant who is engaged in the manufacturing,
24 purchasing, production, distribution, circulation, sale, offering for sale, importation,
25 exportation, advertisement, promotion, display, shipping, marketing of Infringing
26 Products

27 (d) Committing any other acts calculated to cause purchasers to believe
28 that Defendant's products are Coach's genuine merchandise unless they are such;

1 (e) Shipping, delivering, holding for sale, distributing, returning,
2 transferring or otherwise moving, storing or disposing of in any manner items falsely
3 bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation
4 of same; and

5 (f) Assisting, aiding or attempting to assist or aid any other person or
6 entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to
7 4(e) above.

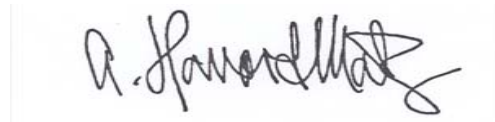
8 5. Defendant is liable to Plaintiff for a total of \$20,000.00.

9 6. Plaintiff and Defendant shall bear their own costs associated with this
10 action.

11 7. The execution of this Final Judgment by Counsel for the parties shall
12 serve to bind and obligate the parties hereto.

13 8. The jurisdiction of this Court is retained for the purpose of making any
14 further orders necessary or proper for the construction or modification of this Final
15 Judgment, the enforcement thereof and the punishment of any violations thereof.

16
17 IT IS SO ORDERED.



18
19 DATED: January 05, 2010

By: _____

Hon. A. Howard Matz
United States District Judge